

**In The Matter Of:**

*Larry Beer, et al. v.*

*The Travelers Home and Marine Insurance Company*

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*Deposition of Larry E. Beer*

*January 28, 2020*

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The Travelers Home and Marine Insurance Company

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<p>1 Exhibits Identified: Page</p> <p>2 28 4/9/2018 letter to Larry and Sharon Beer from Ryan Conklin 140</p> <p>3</p> <p>4 29 10/16/2018 letter to Larry and Sharon Beer from Ryan Conklin 155</p> <p>5 30 Benchmark Hail History Report dated September 10, 2018 158</p> <p>6 31 Proposed Settlement Amounts 162</p> <p>7</p> <p>8 (The original exhibits were attached to the original transcript, and copies were provided to counsel)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 (The original transcript was filed with Attorney Brian E. Devilling)</p> <p>25</p>	<p>1 attorney, we can always take a break, okay?</p> <p>2 A Okay.</p> <p>3 Q Finally, if you could, wait to give your answer until I'm done asking my question. If both of us are talking at the same time, it again makes it very hard for her to transcribe, okay?</p> <p>6 A Okay.</p> <p>8 Q All right. What's your current residential address?</p> <p>9</p> <p>10 A 610 10th Street, Fennimore, Wisconsin.</p> <p>11 Q How long have you lived there?</p> <p>12 A 35 years.</p> <p>13 MS. BEER: 36.</p> <p>14 A 36 years.</p> <p>15 Q All right. What's your highest level of education?</p> <p>16</p> <p>17 A I worked on my master's when I was teaching in order to pick up credits, so it's a bachelor's plus credits.</p> <p>18</p> <p>19</p> <p>20 Q Bachelor's plus some credits towards a master's?</p> <p>21 A Right.</p> <p>22 Q All right. Where did you get your undergraduate degree?</p> <p>23</p> <p>24 A University of Wisconsin-Platteville.</p> <p>25 Q What was your major?</p>
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<p>1 LARRY E. BEER, called as a witness,</p> <p>2 being first duly sworn, testified on oath as follows:</p> <p>3</p> <p>4</p> <p>5 EXAMINATION</p> <p>6 By Mr. Devilling:</p> <p>7 Q Mr. Beer, my name is Brian Devilling. I represent Travelers in this case.</p> <p>8</p> <p>9 Have you ever given a deposition before?</p> <p>10 A No.</p> <p>11 Q How about an examination under oath?</p> <p>12 A No.</p> <p>13 Q Just a few background, kind of ground rules. If you don't understand a question I ask, just let me know, and I'll rephrase it.</p> <p>14</p> <p>15</p> <p>16 A Okay.</p> <p>17 Q If you can answer yes or no as opposed to uh-huh or uh-uh, it just makes it easier for her to transcribe, okay?</p> <p>18</p> <p>19</p> <p>20 A Yes.</p> <p>21 Q All right. And if you need at break at any time, let me know, all right?</p> <p>22</p> <p>23 A Okay.</p> <p>24 Q For any reason. If you need to go to the bathroom or just need a drink of water or talk to your</p> <p>25</p>	<p>1 A Industrial technology and a minor in safety.</p> <p>2 Q And you said you were working toward a master's. What were you working towards?</p> <p>3</p> <p>4 A In industrial technology.</p> <p>5 Q And you were a teacher?</p> <p>6 A Yes.</p> <p>7 Q All right. Are you still a teacher?</p> <p>8 A No.</p> <p>9 Q How long have you been retired?</p> <p>10 A Ten years.</p> <p>11 Q Were you a teacher your entire professional life, or did you have other jobs?</p> <p>12</p> <p>13 A No. I owned a business for 18 years.</p> <p>14 Q What business was that?</p> <p>15 A It was an auto body repair shop.</p> <p>16 Q What sorts of things did you study with an industrial technology degree?</p> <p>17</p> <p>18 A Plastics, construction, welding, education, drafting.</p> <p>19</p> <p>20 Q So you do have a little bit of construction experience then --</p> <p>21 A Yes.</p> <p>22 Q -- in your background?</p> <p>23</p> <p>24 All right. Did you ever have any professional license?</p> <p>25</p>

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<p style="text-align: right;">Page 13</p> <p>1 A I'm going to say probably five to six years ago. 2 It was just a couple years before the hailstorm. 3 Q All right. So the siding that's on the house 4 today, is that the same siding that was on there 5 when you bought the house? 6 A The siding that's on there is 112-year-old cedar 7 shakes. 8 Q And when did you build that garage? 9 A '07. 10 MS. BEER: '97. 11 A Oh, I'm sorry. '97. 12 Q All right. So the garage is approximately 13 23 years old, 22 years old at this point? 14 A Yeah. 15 Q And is it still the same siding that's on the 16 garage that you put on when you built it? 17 A Yes. 18 Q What kind of siding is on the garage? 19 A It's clear cedar shake. It matches the house. 20 Q Now, you said that you replaced the roof on the 21 house in 2009. How old is the roof on the garage? 22 A Same time. I replaced both of them. 23 Q What was the reason that you replaced the roof in 24 2009? Was it related to storm damage, or was it 25 just getting old and needed replacement? What was</p>	<p style="text-align: right;">Page 15</p> <p>1 A No. 2 Q The windows on the garage, are they still 3 original? 4 A Yes. 5 Q There's a large antenna on the side of the house, 6 right? 7 A Yes. 8 Q Television antenna, correct? 9 A Yes. 10 Q When was that first installed? 11 A Probably back in '83, 1983. 12 Q So as of the date of the hailstorm, was that the 13 original antenna from 1983? 14 A No. 15 Q When was the -- the one that was on the house on 16 the date of the hailstorm, March 23, 2017, when 17 was that one installed? 18 A It was probably four years old. And that was the 19 second antenna. 20 Q All right. Since you've owned the house, so for 21 the last 36 years, do you recall hailstorms at the 22 property other than the March 23, 2017 hailstorm? 23 A I remember one. It was -- I don't have any date 24 on it at all, but it was before. 25 Q Do you remember the year?</p>
<p style="text-align: right;">Page 14</p> <p>1 it? 2 A A problem with Certain Teed shingles. 3 Q Did Certain Teed pay to replace the roofs? 4 A \$300 worth. 5 Q What was the issue with the old shingles? 6 A They deteriorated. They cupped. 7 Q Within the last -- let's start with the house. 8 Within the last ten years prior to the hailstorm, 9 have you done any other renovations to the 10 exterior of the house? 11 A Windows. 12 Q When did you replace windows? 13 A Probably five years ago. 14 Q Any other renovations to the exterior of the house 15 in the last ten years? 16 A Well, it's a 112-year-old home, so repairs are 17 needed frequently. 18 Q Okay. 19 A I mean, it's a beautiful old home, so to keep on 20 top of it you need to make repairs. 21 Q Any larger property components on the exterior of 22 the house totally replaced in the last ten years 23 other than the windows? 24 A No. 25 Q How about on the garage?</p>	<p style="text-align: right;">Page 16</p> <p>1 A No. 2 Q Can you isolate it to maybe a five- or ten-year 3 period? 4 A No. 5 Q Do you recall how large the hail was during the 6 other storm? 7 A No. 8 Q Do you recall whether that -- well, first of all, 9 the other hailstorm that you remember, was it 10 before or after March 23? 11 A Before. 12 Q Do you recall if that hailstorm caused any damage 13 to your property? 14 A I don't recall. 15 Q Between 2009 when the roofs were installed and 16 March 23, 2017, do you know about how many times 17 you had been up on the roof? 18 A Probably every year I tried to get up there, or I 19 send one of my boys up for maintenance, chimney 20 maintenance and -- 21 Q Would you ever go up there specifically to inspect 22 the roof surface for damage? 23 A No. I don't climb anymore. 24 Q So what kind of chimney maintenance would you do 25 when you went up on the roof?</p>

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<p>1 had been a hailstorm in Fennimore on March 23, 2 2017? 3 A Same day. 4 Q How did you learn that? 5 A Somebody called and told us. 6 Q Do you remember who? 7 A No. 8 Q Whoever called you and told you about the storm, 9 did they tell you about any damage to your house? 10 A They just said that a lot of homes were damaged in 11 the area and that I'll have a job when I get home. 12 That part I do remember. 13 Q I'm sorry. You'll have what when you get home? 14 A I'll have a job when I get home, meaning that I 15 would have to work with the insurance company and 16 contractors in order to get the place fixed back 17 up. 18 Q Did you talk to -- well, when did you get back 19 home? 20 A A week later, maybe not quite, five days. I've 21 got no idea. 22 Q And when you got back home, did you inspect the 23 house to see if there was hail damage? 24 A Walked around it, yes. 25 Q When did you observe?</p>	<p>1 A No. 2 Q Let me ask that question a little more clearly. 3 When you returned from Florida and you were 4 walking around your house looking at the damage, 5 did you go up on your roof? 6 A No. 7 Q Did you ever go up on your roof after that storm? 8 A No. 9 Q Have you personally observed damage up on the roof 10 since the March 23, 2017 hailstorm? 11 A No. I'm going to say something different than 12 that. Yes, because I had contractors there with 13 chalk, and they circled the areas where the 14 bruising was that the hailstorm created. 15 Q Okay. 16 A Also, I had a state licensed building inspector 17 there after I was having problems with the 18 insurance company -- 19 Q Okay. 20 A -- go up there. And he also marked out the spots 21 where the hail damage were. 22 Q Okay. 23 A So between the contractors and the licensed 24 building inspector and -- I guess that would be 25 it, the different contractors that I had.</p>
Page 22	Page 24
<p>1 A That there was damage to my house, so I got ahold 2 of the insurance company. 3 Q And I'm assuming that was damage that was not 4 there before you left for Florida? 5 A Yes. 6 Q All right. And at that point you presented the 7 insurance claim to Travelers? 8 A Yes. 9 Q Okay. 10 A Yes. 11 Q Did you go up on the roof to look at -- 12 A Actually -- 13 Q -- the roof? 14 A -- I turned it into TRICOR Insurance, who was the 15 carrier, and TRICOR turned it in to Travelers. 16 Q Was TRICOR your insurance agent? 17 A Yes. 18 Q All right. And who was your main contact at 19 TRICOR? 20 A I don't remember without looking at my records. 21 Q We'll look at a few e-mails and stuff later today. 22 MR. KNOKE: Off the record. 23 (Discussion off the record) 24 Q When you returned from Florida, did you go up on 25 your roof?</p>	<p>1 Q So those gentlemen did chalk circles around where 2 they found hail damage? 3 A Yes. They're the pros. 4 Q And you could see the chalk circles from ground 5 level? 6 A Yes. 7 Q All right. And other than that, did you 8 personally observe any hail damage on the roof? 9 A Not on the roof, but I had -- Star Builders came 10 to the house, and they pulled shingles off that 11 were sent to GAF for analysis. 12 Q And so you saw the shingles that they had pulled 13 off? 14 A When they were down, yes. I took care of 15 packaging them and mailing them. 16 Q How would you describe the appearance of that 17 shingle that you pulled off to send to GAF? 18 A It was bruised. Granules were falling off. Yeah, 19 you could tell that it had hail damage. 20 Q And can you tell me about how wide the bruise was 21 on that shingle? 22 A No. 23 Q Once you got back from Florida, did you speak with 24 neighbors about the hailstorm? 25 A Yes.</p>

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<p style="text-align: right;">Page 29</p> <p>1 Q And my records show that Travelers received notice 2 on April 5, 2017. Do you dispute that being the 3 date of notice? 4 A No, I don't. 5 Q Okay. 6 A No. Sorry. 7 Q And after providing notice Travelers reached out 8 to you to schedule an inspection, correct? 9 A Correct. 10 Q And my records show that the initial inspection 11 was scheduled for April 12, 2017; is that correct? 12 A I don't remember the dates that well. 13 Q Do you disagree that it was April 12, 2017, or you 14 just -- 15 A No. 16 Q -- don't remember? Okay. 17 A I don't remember. 18 Q Do you recall that Kathryn -- at that time I 19 believe her name was Kathryn McCombs -- came out 20 to your property? 21 A Yes. 22 Q Later known by Kathryn Parker? 23 A Yes. 24 Q During the initial inspection in early April of 25 2017, were you present?</p>	<p style="text-align: right;">Page 31</p> <p>1 her, any examples of chips on her shoulder or 2 short answers or her being negative? 3 A I remember telling her about the TV antenna, which 4 she left off the first estimate. 5 Q Did she go up on the roof? 6 A Yes. 7 Q And did she walk around and look at all sides of 8 the house and the garage? 9 A Yes. The damage was on the south side and east 10 side of both the house and the garage. 11 Q Okay. 12 A And pergola. 13 Q And I actually should have asked you that earlier. 14 When you got back from Florida and first looked at 15 the property, what parts of the property did you 16 see damage on? 17 A Well, it was pretty evident because there were -- 18 there were dents in the siding. There was dents 19 in the doors. There was dents in the windows. 20 Screens were marred. 21 Q Did you see damage to the antenna? 22 A No, other than I know it's made out of aluminum 23 and that the hail was big enough that I'm sure it 24 tattered it. 25 Q What property components did you later find to be</p>
<p style="text-align: right;">Page 30</p> <p>1 A Yes. 2 Q Okay. 3 A I'd like to mention something, that she had made 4 an appointment, then changed it again. That was 5 part of the delay -- 6 Q Okay. 7 A -- from the time she was there from the hailstorm. 8 Q All right. The date that I see on the first 9 Travelers estimate was April 12, 2017. Do you 10 know whether the initial inspection that Travelers 11 did was before April 12, 2017, or was it after, if 12 you know? 13 A I don't know. 14 Q Okay. 15 A No. 16 Q Other than you and Ms. McCombs, was anyone else 17 present during the inspection? 18 A Not the initial inspection, no. 19 Q What do you recall about the initial inspection 20 with Ms. McCombs? 21 A She seemed to have a chip on her shoulder. 22 Q What do you mean by that? 23 A Negative, short answers, didn't want to have a 24 discussion on anything. 25 Q Do you remember any specific conversations with</p>	<p style="text-align: right;">Page 32</p> <p>1 damaged that you did not notice when you first got 2 back from Florida? 3 A As time went on, other things started showing up. 4 And I don't remember the chronological order as to 5 when we found them and when I mentioned it to 6 them. 7 Q When you got back -- 8 A Because it's -- 9 Q I'm sorry. Go ahead. 10 A -- terribly hard to find everything at one time. 11 Q What do you mean it's terribly hard to find 12 everything at one time? 13 A Well, if you don't -- if you're not looking for 14 it, you may not notice it until later. Like, the 15 pergola, I didn't walk back by the pergola because 16 it's on the northwest corner of the garage. But 17 later on when I went there, definitely damage to 18 it. 19 Q I think there was a wind spinner too that you 20 noticed was damaged later on? 21 A Yes. 22 Q Was there also a fire ring cover that you noticed 23 was damaged later on? 24 A Yes. 25 Q Anything else specific you recall that you noticed</p>



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<p style="text-align: right;">Page 37</p> <p>1 A One thing -- no.</p> <p>2 Q Okay.</p> <p>3 A But one thing that was said was different roofs</p> <p>4 will stand up better to damage.</p> <p>5 Q And who told you that?</p> <p>6 A The roofers.</p> <p>7 Q In terms of your neighbors' roofs in the area that</p> <p>8 were getting replaced, do you know what kind of</p> <p>9 roofs they had on their houses?</p> <p>10 A Asphalt.</p> <p>11 Q Asphalt. Okay. Beyond the fact that they had</p> <p>12 asphalt shingle roofs, do you know any more</p> <p>13 specifics?</p> <p>14 A No.</p> <p>15 Q Do you know who their insurers were?</p> <p>16 A No.</p> <p>17 Q Do you know anything about what was in your</p> <p>18 neighbors' insurance policies?</p> <p>19 A Pardon me?</p> <p>20 Q Do you know anything about what was in your</p> <p>21 neighbors' insurance policies?</p> <p>22 A No, because it's not my business.</p> <p>23 Q Do you know how old your neighbors' roofs were?</p> <p>24 A No.</p> <p>25 Q Any other specific conversations that you remember</p>	<p style="text-align: right;">Page 39</p> <p>1 while she was on the roof?</p> <p>2 A No. It's probably 30 feet taller than the roof or</p> <p>3 more, maybe 40 feet. I've got no idea.</p> <p>4 Q Do you know why she did not inspect the TV</p> <p>5 antenna?</p> <p>6 A No.</p> <p>7 Q I'll show you what we'll mark as Exhibit 1.</p> <p>8 (Exhibit No. 1 marked for</p> <p>9 identification)</p> <p>10 Q Do you recall receiving the letter that we've</p> <p>11 marked as Exhibit 1?</p> <p>12 MR. KNOKE: Can I take a look at</p> <p>13 it?</p> <p>14 MR. DEVILLING: I'm sorry. I only</p> <p>15 brought two copies.</p> <p>16 MR. KNOKE: Just off the record</p> <p>17 here.</p> <p>18 (Recess)</p> <p>19 Q My only question about Exhibit 1 there is just do</p> <p>20 you recall receiving that letter?</p> <p>21 A I don't recall it, but I may have.</p> <p>22 Q Suffice to say that you felt that the payment that</p> <p>23 Travelers was making was too low, right?</p> <p>24 A Yes.</p> <p>25 Q And after that you went about obtaining some</p>
<p style="text-align: right;">Page 38</p> <p>1 with Ms. McCombs at Travelers' initial inspection?</p> <p>2 A No.</p> <p>3 Q Any other specific examples that you can give me</p> <p>4 supporting your belief that Ms. McCombs had I</p> <p>5 think you said a chip on her shoulder and was</p> <p>6 negative during the inspection?</p> <p>7 A Just the usual indications of short answers.</p> <p>8 Q Were there any property components you wanted</p> <p>9 Ms. McCombs to look at that she refused to look</p> <p>10 at?</p> <p>11 A Yes.</p> <p>12 Q What was that?</p> <p>13 A That TV antenna.</p> <p>14 Q So you asked her specifically to look at the TV</p> <p>15 antenna?</p> <p>16 A I did.</p> <p>17 Q Did she look at it?</p> <p>18 A No.</p> <p>19 Q Were you with her during the entire inspection?</p> <p>20 A Yes.</p> <p>21 Q Were you with her --</p> <p>22 A Most of it. I wasn't up on the roof.</p> <p>23 Q Can you see the TV antenna from the roof?</p> <p>24 A Yeah.</p> <p>25 Q Did you see -- did she go near the TV antenna</p>	<p style="text-align: right;">Page 40</p> <p>1 estimates from various contractors for --</p> <p>2 A No.</p> <p>3 Q -- repairs? Okay.</p> <p>4 A Before that I got estimates from different</p> <p>5 contractors so that I knew ahead of time what was</p> <p>6 going to be taken care of.</p> <p>7 Q Okay.</p> <p>8 A Or what should be taken care of.</p> <p>9 Q When you and Ms. McCombs or Ms. Parker were</p> <p>10 inspecting the property -- this is on Travelers'</p> <p>11 first inspection -- were there areas where she</p> <p>12 acknowledged that there was hail damage?</p> <p>13 A Yes.</p> <p>14 Q And where were those areas?</p> <p>15 A The first that we started with was hail damage to</p> <p>16 the front of the house, the siding. And it was</p> <p>17 evident that there were dents in the cedar shakes,</p> <p>18 and the paint was split. And I showed it to her.</p> <p>19 And in that discussion she said that the dents</p> <p>20 could be filled in. And understand I was a paint</p> <p>21 rep for Sherwin-Williams for close to two years,</p> <p>22 and I knew that you don't fill in dents in the</p> <p>23 siding of a house.</p> <p>24 Q Were the cedar shakes prior to the storm, were</p> <p>25 they stained or painted?</p>

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<p style="text-align: right;">Page 45</p> <p>1 Q And then there was a dispute over the sort of 2 repair or painting method to the siding, correct? 3 Is that right? 4 A Yes. 5 Q And then there were -- was there a dispute as to 6 hail damage to any of the doors or windows? 7 A Yes. 8 Q Can you describe that dispute. 9 A Oh, dispute between them? 10 Q Yes. 11 A I don't remember that. 12 Q And at that point had you noticed -- I'm sorry. 13 Go ahead. 14 A Now we're talking between her estimate? 15 Q Yes. 16 A Okay. Her estimate didn't follow through with any 17 of the bids that I got. They weren't even close. 18 So I guess that would have been a dispute. 19 Q As of April 13, 2017, had you noticed damage to 20 the pergola wind spinner or fire ring cover? 21 A I don't remember when I turned it in, when I 22 mentioned it. 23 Q You went out, and you got an estimate from 24 Chamberlain Electric for the antenna, correct? 25 A Correct.</p>	<p style="text-align: right;">Page 47</p> <p>1 Q We'll mark this as an exhibit. 2 A Can I mention something about the antenna? 3 Q Sure. 4 A She wasn't happy with the price of the antenna, 5 and she called Chamberlain up and wanted invoices 6 as to what I paid for the antenna and the work 7 that was done before. And Chamberlain told her -- 8 this is what Chamberlain told me -- that it was 9 none of her business. And he hung up on her 10 because she was very rude. 11 Q At some point Chamberlain told you that they did 12 not want to do the work, correct? 13 A Correct. 14 Q What did they tell you about that? 15 A That he wasn't going to work with an insurance 16 company that acted like that and that he didn't 17 need the headaches. 18 Q Okay. 19 A So I had to find somebody else to do it. 20 Q And what did he tell you Ms. Parker had requested 21 from him? 22 A I just told you. 23 Q That was the original price of the antenna, 24 correct? 25 A Right.</p>
<p style="text-align: right;">Page 46</p> <p>1 Q And who did you -- you dealt with Gary Chamberlain 2 from Chamberlain Electric, right? 3 A I did. 4 Q His initial estimate was for \$611.69; is that 5 right? 6 A I guess, yes. 7 Q On his estimate he notes "The above items were 8 damaged due to high winds and hail." Do you 9 remember if he did an inspection of the antenna to 10 make that determination? 11 A He did. 12 Q What did he do? Did he climb up on the -- 13 A He climbed up. 14 Q And what did he tell you he saw up there? 15 A Hail damage and wind damage to the antenna. 16 Q He told you he saw some dents up there? 17 A Yes. 18 Q So, in other words, the notation in his estimate 19 regarding hail damage, that's not based on just 20 what you told him; that's based on his inspection 21 of the antenna to your knowledge? 22 A He's the professional. 23 Q Do you recall having someone from Goodman Gutters 24 come out to the property? 25 A Yes.</p>	<p style="text-align: right;">Page 48</p> <p>1 Q Did Mr. Chamberlain complain to you about anything 2 else that Ms. Parker requested during her call? 3 A No. But when I -- understand that I was without 4 TV for over three months, and I wanted that 5 antenna fixed. And I was going to pay for it 6 myself until the settlement went through, and 7 that's when Chamberlain told me that he really 8 wasn't interested in fixing it if he had to deal 9 with the insurance company. 10 Q Okay. 11 A So I went and got a second estimate. 12 Q The RadioShack estimate? 13 A RadioShack estimate. And they charged for an 14 estimate. And they came up, and they wrote an 15 estimate on it, which was higher than 16 Chamberlain's. 17 Q Has the antenna been replaced? 18 A Yes. 19 Q Who did the work? 20 A I had Chamberlain. I calmed him down, told him 21 that he had always done business with me, and he 22 said that he would do it for me but not the 23 insurance company. 24 Q And did he do it for the amount in his original 25 estimate?</p>

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<p style="text-align: right;">Page 53</p> <p>1 the documentation, on the back of Exhibit 3 are</p> <p>2 the technical papers that explains why his</p> <p>3 decisions were the way they were.</p> <p>4 Q And when did Mr. Culbertson first come out to the</p> <p>5 property to meet with you?</p> <p>6 A I don't know. I can't remember.</p> <p>7 Q It would have been sometime between the date of</p> <p>8 the storm and April 28, 2017, though, right?</p> <p>9 A Yes.</p> <p>10 Q All right. So is it your understanding that</p> <p>11 Mr. Culbertson was providing his recommendations</p> <p>12 for how to repaint in this letter?</p> <p>13 A He's the professional.</p> <p>14 Q So Mr. Culbertson with respect to the cedar shake</p> <p>15 siding on the home recommended pressure washing,</p> <p>16 any dents from hail damage to be filled with wood</p> <p>17 filler/patch, and then any areas that are filled</p> <p>18 in to be spot primed, and then repaint the</p> <p>19 two sides with Duration Exterior satin acrylic</p> <p>20 paint, correct?</p> <p>21 A If that's what's on it.</p> <p>22 Q How did that differ from what Travelers was</p> <p>23 willing to provide -- or pay for?</p> <p>24 A I don't know.</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 55</p> <p>1 correct?</p> <p>2 A Yes.</p> <p>3 Q Okay.</p> <p>4 A With the understanding that I would have to pay to</p> <p>5 have the rest of the garage painted, which was</p> <p>6 fine.</p> <p>7 Q And that was because the rest of the garage was</p> <p>8 still natural, and you wanted to paint it to look</p> <p>9 uniform, correct?</p> <p>10 A It was because the rest of the garage wasn't hail</p> <p>11 damaged, the west and the north side.</p> <p>12 Q Right. What he said was if they were painted the</p> <p>13 cedar shakes would need to be pressure washed,</p> <p>14 lightly sanded in some areas, and then caulked,</p> <p>15 correct?</p> <p>16 A I don't know about some areas, but yes, needed to</p> <p>17 be sanded.</p> <p>18 Q Okay.</p> <p>19 A Primed, caulked, and then painted.</p> <p>20 Q I don't see in this document a price quote. Do</p> <p>21 you know what price he quoted you for this?</p> <p>22 A He didn't. He's a paint rep. He doesn't do the</p> <p>23 work.</p> <p>24 Q Did you ultimately have it quoted --</p> <p>25 A I did.</p>
<p style="text-align: right;">Page 54</p> <p>1 A It must have been quite a difference because the</p> <p>2 price was fairly off.</p> <p>3 Q All right. And then with respect to the garage</p> <p>4 siding -- I don't know if I asked you this</p> <p>5 earlier, but the siding on the garage, was that</p> <p>6 painted or stained?</p> <p>7 A It was natural.</p> <p>8 Q So it looks like Mr. Culbertson offered</p> <p>9 two options with respect to the garage siding; is</p> <p>10 that right?</p> <p>11 A Yes.</p> <p>12 Q He said "achieving a uniform, natural stained look</p> <p>13 will be very difficult because of the condition of</p> <p>14 the wood," correct?</p> <p>15 A It had aged, yes.</p> <p>16 Q All right. And was that a cedar product that was</p> <p>17 on the garage?</p> <p>18 A Pardon me?</p> <p>19 Q Was it a cedar product on the garage?</p> <p>20 A Cedar shakes just like what's on the house.</p> <p>21 Q He also offered an alternative of painting over</p> <p>22 the siding, correct?</p> <p>23 A Yes.</p> <p>24 Q And it said that that option was discussed and</p> <p>25 approved by the customer/owner. That was you,</p>	<p style="text-align: right;">Page 56</p> <p>1 Q -- to repaint it? Okay. I think we'll get to</p> <p>2 that.</p> <p>3 A I believe it was H&amp;H Painting that uses</p> <p>4 Sherwin-Williams' products out of Lancaster.</p> <p>5 Q That was my next question. We'll mark this as</p> <p>6 Exhibit 4.</p> <p>7 A Yes. This gentleman with Sherwin-Williams is a</p> <p>8 paint rep, not a contractor.</p> <p>9 (Exhibit No. 4 marked for</p> <p>10 identification)</p> <p>11 Q So is Exhibit 4 the H&amp;H Painting, LLC estimate?</p> <p>12 A Yes.</p> <p>13 Q And they were proposing to do this work for</p> <p>14 \$14,675; is that right?</p> <p>15 A Yes.</p> <p>16 Q And this proposal -- well, first of all, has the</p> <p>17 siding been repainted? As of today, has it been</p> <p>18 repainted?</p> <p>19 A The siding, no.</p> <p>20 Q The cedar shakes, have they been repainted?</p> <p>21 A No. There is some trim and trellises that have</p> <p>22 been painted.</p> <p>23 Q And who -- I'm having trouble making out the</p> <p>24 signature at the bottom. Do you remember the name</p> <p>25 of the individual from H&amp;H Painting who provided</p>



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<p style="text-align: right;">Page 61</p> <p>1 and garage!," correct?</p> <p>2 A Yes.</p> <p>3 Q All right. "Damage to ridge vent and east sides</p> <p>4 of roof!," correct?</p> <p>5 A Yes.</p> <p>6 Q Did you have any discussion with Mr. Reifschneider</p> <p>7 as to whether the hail damage that he was</p> <p>8 referencing there could be repaired on a</p> <p>9 shingle-by-shingle basis as opposed to replacing</p> <p>10 the whole roof?</p> <p>11 A I didn't have any discussion with that. His</p> <p>12 suggestion was to replace the whole roof.</p> <p>13 Q Do you know why he suggested replacing the whole</p> <p>14 roof?</p> <p>15 A I have no idea.</p> <p>16 Q Okay.</p> <p>17 A Every roofer that I had there looking at the house</p> <p>18 was to replace it. They all wanted to replace the</p> <p>19 whole roof.</p> <p>20 Q And which other roofers did you have there looking</p> <p>21 at the house?</p> <p>22 A One from Prairie du Chien and one from Lancaster,</p> <p>23 I believe.</p> <p>24 Q I think we talked about those folks earlier,</p> <p>25 correct?</p>	<p style="text-align: right;">Page 63</p> <p>1 Q The roof that you had on there, do you know what</p> <p>2 kind it was in terms of whether it was a three-tab</p> <p>3 roof or some other sort of roof?</p> <p>4 A I do. It was -- I've got to stop and think of the</p> <p>5 name. Not a three-tab. It was an architectural</p> <p>6 style.</p> <p>7 Q Do you know what the thickness of the shingles</p> <p>8 that you had on the roof was?</p> <p>9 A I don't know, but it was a lifetime warranty. I</p> <p>10 also know that when the shingles came, instead of</p> <p>11 three bundles to a square, it was four bundles to</p> <p>12 a square. Because the weight of the shingle was</p> <p>13 so much more, I questioned that when they came.</p> <p>14 Q Did you observe Mr. Reifschneider when he was up</p> <p>15 on your roof? Actually, let me --</p> <p>16 A I guess I looked up on the roof to see him up</p> <p>17 there.</p> <p>18 Q Strike that question. I should have asked this</p> <p>19 first:</p> <p>20 Did Mr. Reifschneider go up on your roof?</p> <p>21 A Yes, he did.</p> <p>22 Q All right. And did you see him when he was up on</p> <p>23 the roof?</p> <p>24 A Yes, I did.</p> <p>25 Q Did you see where he went on the roof?</p>
<p style="text-align: right;">Page 62</p> <p>1 A I think so, yeah.</p> <p>2 Q All right. And you didn't recall what companies</p> <p>3 those were?</p> <p>4 A Right.</p> <p>5 Q Had you ever worked with TruHome before?</p> <p>6 A No. The reason I called TruHome is because they</p> <p>7 were in the area replacing roofs from the</p> <p>8 hailstorm.</p> <p>9 Q All right. Did they approach you, or did you</p> <p>10 approach them?</p> <p>11 A I approached them.</p> <p>12 Q Do you recall who you learned about TruHome from?</p> <p>13 A Like I said, they were in the area. Their trucks</p> <p>14 were marked. I approached them.</p> <p>15 Q Did TruHome ever make any promises to you to,</p> <p>16 like, represent you in your insurance claim or</p> <p>17 anything like that?</p> <p>18 A They said they'd answer any questions that came</p> <p>19 up.</p> <p>20 Q Did they ever --</p> <p>21 A We also had a discussion as to the type of shingle</p> <p>22 that was on the roof. I wanted they to know that</p> <p>23 it was a lifetime warranty roof, and they said No</p> <p>24 problem. They have done them type of roofs</p> <p>25 before.</p>	<p style="text-align: right;">Page 64</p> <p>1 A Yes, I did.</p> <p>2 Q Did he inspect all slopes of the roof?</p> <p>3 A Yes.</p> <p>4 Q And I assume on both the garage and the house?</p> <p>5 A Yes.</p> <p>6 Q Did you see him doing any -- did he do any chalk</p> <p>7 marks on the roof?</p> <p>8 A Yes.</p> <p>9 Q Did you see him chalk off, like, a particular test</p> <p>10 square and then --</p> <p>11 A Yes.</p> <p>12 Q All right. And then did he assess the number of</p> <p>13 hail hits with --</p> <p>14 A Yes.</p> <p>15 Q -- the test square?</p> <p>16 A And he explained to me -- I'm sorry.</p> <p>17 Q And then what did he explain to you?</p> <p>18 A He explained to me that a lot of times the hail</p> <p>19 damage will be so many hits per square.</p> <p>20 Q Did he give you a particular number of hits per</p> <p>21 square?</p> <p>22 A He said -- no. Well, he didn't -- I'm sorry. He</p> <p>23 didn't say anything, just no.</p> <p>24 Q But he said he saw hail damage up there?</p> <p>25 A Yes.</p>

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<p style="text-align: right;">Page 69</p> <p>1 fins could be combed on the air conditioning unit?</p> <p>2 A Yes.</p> <p>3 Q What did he tell you?</p> <p>4 A He said that he had six combs inside of his truck,</p> <p>5 and -- what's her name -- Pam could use any one</p> <p>6 that she wanted to try to comb out them, that he</p> <p>7 wouldn't do it because that he's run into problems</p> <p>8 with it. And the air conditioning unit was</p> <p>9 damaged that it needed to be replaced.</p> <p>10 Q Do you know if he did any diagnostic analysis in</p> <p>11 terms of the capacity of that air conditioning</p> <p>12 unit?</p> <p>13 A No, other than his professional opinion as to what</p> <p>14 needed to be done.</p> <p>15 Q To your knowledge, as far as Mr. Schrader's</p> <p>16 inspection of the unit, was it just a visual</p> <p>17 inspection?</p> <p>18 A I don't remember.</p> <p>19 Q Did you see him do any sort of testing on the</p> <p>20 unit?</p> <p>21 A I don't remember.</p> <p>22 Q And you mentioned an interaction with -- I think</p> <p>23 you said Pam earlier. Are you talking about the</p> <p>24 Travelers rep again?</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 71</p> <p>1 THE WITNESS: I'm sorry.</p> <p>2 Q Katie Parker.</p> <p>3 A Okay.</p> <p>4 Q I may have referred to --</p> <p>5 A So when I say Pam, you know who I'm talking about.</p> <p>6 Q That will be her new nickname I guess.</p> <p>7 A There we go.</p> <p>8 Q If I do say Ms. McCombs too, it's because she also</p> <p>9 went by McCombs. I think she got --</p> <p>10 A Yes.</p> <p>11 Q She must have got married during the claim or</p> <p>12 something.</p> <p>13 At any rate, what I was actually -- what I</p> <p>14 was getting at with my question is you had</p> <p>15 referenced a specific conversation involving</p> <p>16 Ms. Parker, Mr. Schrader, and I think you were</p> <p>17 there during the inspection regarding an attempt</p> <p>18 to comb it out? Was there a specific --</p> <p>19 A I don't understand what you're --</p> <p>20 Q I may have misunderstood one of your answers. Did</p> <p>21 Ms. Parker ever ask Mr. Schrader to attempt to</p> <p>22 comb the fins on the HVAC unit?</p> <p>23 A I have no idea.</p> <p>24 Q All right.</p> <p>25 A I had one more thing to say. This isn't</p>
<p style="text-align: right;">Page 70</p> <p>1 Q All right. Ms. Parker?</p> <p>2 A Yes.</p> <p>3 Q What exactly was that conversation regarding the</p> <p>4 combs that were out in Mr. Schrader's truck?</p> <p>5 A With Pam?</p> <p>6 Q I'm just trying to -- I'm not sure I understood</p> <p>7 what the interaction there was. Tell me about the</p> <p>8 conversation.</p> <p>9 A She wasn't -- she was headstrong on not listening</p> <p>10 to the professional people. I questioned whether</p> <p>11 she had a license or was trained in air</p> <p>12 conditioning, which I didn't get an answer back,</p> <p>13 so I assume that she hasn't been. But she was</p> <p>14 butting against professional people.</p> <p>15 Now, I had another estimate done on air</p> <p>16 conditioning because she wasn't happy with</p> <p>17 Schrader's. So I brought in somebody from</p> <p>18 Platteville in order to write another estimate on</p> <p>19 the air conditioner just to see if maybe it could</p> <p>20 have been combed out. But their diagnosis was the</p> <p>21 same as Schrader's, that the whole unit needed to</p> <p>22 be replaced.</p> <p>23 Q Okay.</p> <p>24 MR. KNOKE: Her name is Katie,</p> <p>25 Katie, Katie.</p>	<p style="text-align: right;">Page 72</p> <p>1 Mr. Schrader, but it was the second estimate that</p> <p>2 I got, Ingersoll. And Ingersoll Plumbing &amp;</p> <p>3 Heating told me that they had at one other time</p> <p>4 combed out air conditioners, condensers, and they</p> <p>5 got back six, six or eight air conditioners that</p> <p>6 had blown up within a year. And when they had to</p> <p>7 replace them and when they went back to the</p> <p>8 insurance company, the insurance company wouldn't</p> <p>9 do anything about it. So they had to eat all the</p> <p>10 expense, and that's why he was so headstrong on</p> <p>11 not combing.</p> <p>12 Q That's what Ingersoll told you?</p> <p>13 A Yes.</p> <p>14 Q Ultimately you did replace the air conditioning</p> <p>15 unit, correct?</p> <p>16 A Yes. The air conditioner did finally go out on</p> <p>17 a --</p> <p>18 Q When did it go out?</p> <p>19 A -- hot day, and I had it replaced.</p> <p>20 Q When did it go out?</p> <p>21 A On a hot day.</p> <p>22 Q Do you recall whether it was the summer of 2017 or</p> <p>23 2018?</p> <p>24 A You've got the bill there. It would be on the</p> <p>25 bill.</p>

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<p style="text-align: right;">Page 77</p> <p>1 same.</p> <p>2 Q Would you consider yourself an expert in</p> <p>3 determining whether an air conditioning unit can</p> <p>4 be repaired or must be replaced?</p> <p>5 A Like I said, we did a lot of air conditioning work</p> <p>6 in the body shop, and I was the one that made the</p> <p>7 final decisions as to how it was going to be</p> <p>8 fixed.</p> <p>9 Q So would you consider yourself to be an expert in</p> <p>10 determining whether an air conditioning unit</p> <p>11 similar to the one you have at your house needs to</p> <p>12 be repaired or can be -- I'm sorry, needs to be</p> <p>13 replaced or can be repaired?</p> <p>14 A I know the consequences that happen if it's not</p> <p>15 fixed correctly.</p> <p>16 Q Okay.</p> <p>17 A And I also depended on the contractors to give me</p> <p>18 more correct information.</p> <p>19 Q Do you have any knowledge as to the correlation</p> <p>20 between a particular amount of damage to the fins</p> <p>21 and the operating capacity of an air conditioning</p> <p>22 unit?</p> <p>23 A No. That's partly why I asked for contractors to</p> <p>24 guide me.</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 79</p> <p>1 Q And what was that gentleman's name? Warren,</p> <p>2 right?</p> <p>3 A Warren Porter, I believe.</p> <p>4 Q How did you find Mr. Porter?</p> <p>5 A Very knowledgeable.</p> <p>6 Q Let me clarify my question. How did you decide to</p> <p>7 hire Mr. Porter?</p> <p>8 A I was having problems with Travelers Insurance --</p> <p>9 Q Okay.</p> <p>10 A -- and the adjusters, so I -- and I was -- I</p> <p>11 needed to know whether the contractors were</p> <p>12 bluffing me or whether I was getting told a true</p> <p>13 story. So I hired a building inspector to come</p> <p>14 out, somebody that's -- what's the word -- that</p> <p>15 has no interest on either side, and tell me what</p> <p>16 their findings are.</p> <p>17 Q Had you used Mr. Porter ever before?</p> <p>18 A No.</p> <p>19 Q Okay.</p> <p>20 A I had no idea who he was.</p> <p>21 Q Did you learn of him by a referral from someone,</p> <p>22 or did you find him online? Do you remember?</p> <p>23 A Probably online.</p> <p>24 Q Do you recall looking at his website?</p> <p>25 A No. We're talking, you know, close to three years</p>
<p style="text-align: right;">Page 78</p> <p>1 A In a car, yeah, I could tell you, but there's</p> <p>2 different types of air movement around them.</p> <p>3 Q All right. Back to what we've marked as</p> <p>4 Exhibit 8. This was -- actually, I want to ask</p> <p>5 you about an e-mail that you wrote to</p> <p>6 Bob Bellrichard --</p> <p>7 A Yes.</p> <p>8 Q -- midway down the first page. Who is</p> <p>9 Bob Bellrichard?</p> <p>10 A I believe he's one of the representatives of</p> <p>11 TRICOR.</p> <p>12 Q And TRICOR was your insurance agent?</p> <p>13 A Yes.</p> <p>14 Q Do you recall if you used Mr. Bellrichard to</p> <p>15 obtain the Travelers policy?</p> <p>16 A As I told you earlier, I didn't obtain the policy.</p> <p>17 My wife did.</p> <p>18 Q Ahh, yes. All right. You sent an e-mail to</p> <p>19 Mr. Bellrichard on May 24, and it talks about the</p> <p>20 response of the building inspector, correct?</p> <p>21 A Yes.</p> <p>22 Q All right. You had hired a building inspector at</p> <p>23 some point to come take a look at the roof,</p> <p>24 correct?</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 80</p> <p>1 ago.</p> <p>2 Q What was your understanding of Mr. Porter's</p> <p>3 qualifications to assess hail damage on a roof?</p> <p>4 A He was more than qualified. He helped</p> <p>5 Tommy Thompson set up on the licensing for</p> <p>6 building inspectors. He also worked on the exam</p> <p>7 that are given to people for their licensing. He</p> <p>8 also taught classes. And believe it or not, one</p> <p>9 of them is hail damaged shingles.</p> <p>10 Q Where did he teach classes; do you know?</p> <p>11 A I'm guessing it was in Madison, but we didn't have</p> <p>12 that discussion. He might have gone to insurance</p> <p>13 companies to explain. I've got no idea.</p> <p>14 Q Okay.</p> <p>15 MR. KNOKE: Can you repeat the end</p> <p>16 of the question -- or the answer. I'm sorry.</p> <p>17 THE COURT REPORTER: "He might have</p> <p>18 gone to insurance companies to explain. I've</p> <p>19 got no idea."</p> <p>20 Do you want me to go back farther?</p> <p>21 "I'm guessing it was in Madison, but we</p> <p>22 didn't have that discussion."</p> <p>23 Q There's a statement in here that you made to</p> <p>24 Mr. Bellrichard, "When Warren was here he hinted</p> <p>25 that Katherine [sic] take a class at the</p>

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<p style="text-align: right;">Page 85</p> <p>1 A A block, yes.</p> <p>2 Q It looks like the next two photographs are a</p> <p>3 little bit blurry of the outside of somebody's</p> <p>4 house. Do you know where these photographs are or</p> <p>5 what's depicted in these photographs?</p> <p>6 A I don't know. I don't remember that photograph.</p> <p>7 Q And then there's a photograph just looking out the</p> <p>8 front lawn with what appears to be hail on the</p> <p>9 lawn. Do you recall where you got this</p> <p>10 photograph?</p> <p>11 A I believe from a neighbor.</p> <p>12 Q Do you recall which neighbor?</p> <p>13 A No. It seems like all the neighbors -- the</p> <p>14 neighbors knew that I was having problems with</p> <p>15 Travelers Insurance, so they came to me to get</p> <p>16 evidence.</p> <p>17 Q All right. Giving you photographs and stuff like</p> <p>18 that?</p> <p>19 A Yes.</p> <p>20 Q About five pages from the end of this group of</p> <p>21 photographs there's a photograph of some workers</p> <p>22 working on a house. Is that across the street</p> <p>23 from you? This one (indicating).</p> <p>24 A Yes. And I believe that's Goodman Gutters.</p> <p>25 Q All right.</p>	<p style="text-align: right;">Page 87</p> <p>1 which would have -- let's see. This was in the</p> <p>2 early spring, so it probably would have been fall,</p> <p>3 unless the gutters were cleaned out in early</p> <p>4 spring.</p> <p>5 Q Did you observe any similar gravel in the gutters</p> <p>6 the previous fall?</p> <p>7 A No.</p> <p>8 Q Then the next photographs in here, we have</p> <p>9 two images of shingles on the roof.</p> <p>10 A Okay.</p> <p>11 Q Do you have any idea who took those pictures?</p> <p>12 A No.</p> <p>13 Q Any idea what part of the roof is depicted in</p> <p>14 these pictures?</p> <p>15 A No.</p> <p>16 Q And then the next two are pictures of the side of</p> <p>17 your house, correct?</p> <p>18 A Can I see them? Yes.</p> <p>19 Q That's the antenna that we see in the picture,</p> <p>20 correct?</p> <p>21 A Yes.</p> <p>22 Q And that antenna leads down to I guess kind of a</p> <p>23 little nook there on the side of the house,</p> <p>24 correct?</p> <p>25 A Uh-huh, between two sunroofs -- sunrooms. I'm</p>
<p style="text-align: right;">Page 86</p> <p>1 A Replacing gutters on a neighbor's house. In fact,</p> <p>2 he did quite a few of the homes in the area.</p> <p>3 Q Is this a photograph that you took?</p> <p>4 A Yes, or maybe my wife. It's her cell phone.</p> <p>5 Q And then there's a photograph of --</p> <p>6 A Oh, yes.</p> <p>7 Q -- the gravel in your gutter?</p> <p>8 A Yes.</p> <p>9 Q And this --</p> <p>10 A Go back to this picture here (indicating). You</p> <p>11 can see where the neighbor right across the street</p> <p>12 was getting a new roof.</p> <p>13 Q All right.</p> <p>14 A Plus the neighbor on the corner in the other house</p> <p>15 you can see got a new roof too. Both of them got</p> <p>16 new siding.</p> <p>17 Q The next photograph, this is an example of the</p> <p>18 gravel that you saw in your gutter, correct?</p> <p>19 A Can I see yours? I don't know which one you're</p> <p>20 at.</p> <p>21 Q Sorry.</p> <p>22 A That's in the gutters on the garage, yes.</p> <p>23 Q When was the last time you looked inside those</p> <p>24 gutters prior to the storm?</p> <p>25 A Probably the last time they were cleaned out,</p>	<p style="text-align: right;">Page 88</p> <p>1 sorry.</p> <p>2 Q We're looking at the east side of the house,</p> <p>3 correct?</p> <p>4 A Yes.</p> <p>5 Q There's sort of a chipped, chipped paint here</p> <p>6 (indicating) that's depicted in the fascia</p> <p>7 there --</p> <p>8 A Yes.</p> <p>9 Q -- correct?</p> <p>10 A Yes.</p> <p>11 Q Do you know if that chip was there prior to the</p> <p>12 storm?</p> <p>13 A Don't know.</p> <p>14 Q And this last photograph, do you know what this</p> <p>15 is?</p> <p>16 A Yes.</p> <p>17 Q What is it?</p> <p>18 A That's the street in front of my house. The pipe</p> <p>19 that's there is the drain for the gutters.</p> <p>20 Q All right. And that's gravel that we see?</p> <p>21 A Yes.</p> <p>22 Q Are you aware of any other photographs of the</p> <p>23 damage other than the photographs in Exhibit 9</p> <p>24 here?</p> <p>25 A No.</p>



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<p style="text-align: right;">Page 93</p> <p>1 A I don't right offhand. 2 Q Okay. 3 A But they're in the e-mails. If you want to read 4 the e-mails, they're there. Because when I follow 5 through with discussions, I put them on e-mails 6 and send them. 7 Q Do you ever remember Ms. Parker using any language 8 that you thought was inappropriate? 9 A No, I don't think. 10 Q All right. How about Mr. Conklin; do you recall 11 thinking that Mr. Conklin was negative? 12 A Yes. 13 Q What was your impression of Mr. Conklin? 14 A When Mr. Conklin told Mr. Porter and the 15 Sherwin-Williams rep that they didn't know what 16 they were talking about, I thought that was pretty 17 unprofessional. 18 Q What were Mr. Conklin's exact words to the 19 Sherwin-Williams rep? 20 A These people don't know what they're talking 21 about. 22 Q And he said that directly to them? 23 A He said it while they were there and probably 24 directly to me. 25 Q Okay.</p>	<p style="text-align: right;">Page 95</p> <p>1 adjuster in this case? 2 A An appraiser. 3 Q All right. 4 A To go along with the appraising clause in the 5 insurance company. 6 Q Did you ever sign any contract with Mr. Miller 7 appointing him as a public adjuster? 8 A Not a public adjuster but an appraiser. 9 Q And then were there any other individuals who you 10 recall hiring as a public adjuster? 11 A No, I don't recall anybody. 12 I would state again that whenever I had 13 estimates written, I assumed that these guys were 14 also adjusters. They were there to inspect the 15 damage. They were there to make a report on the 16 damage as to what they thought it was going to be 17 to repair them. And that was for everybody, the 18 roof, the siding, the painting, the TV antenna. 19 All these guys were professional people, so I 20 would imagine that they are adjusters. They're 21 finding out what it's going to take to repair, 22 what it's going to cost. 23 Q You're talking about the Travelers adjusters? 24 A No. I'm talking about the estimates that I got in 25 order to give to Travelers Insurance to help them</p>
<p style="text-align: right;">Page 94</p> <p>1 A And my lawyer was there at the time, which wasn't 2 Mr. -- 3 Q Who was your lawyer at that time? 4 A Ben Wood. 5 Q Who was that? 6 A Ben Wood. 7 Q Oh, Ben Wood. 8 A I wanted him on the site when we had the 9 reinspection. 10 THE WITNESS: I'm sorry, Greg. 11 Q Do you know what a public adjuster is? 12 A Yeah. 13 Q Did you ever hire a public adjuster in connection 14 with this insurance claim? I haven't seen any 15 public adjuster contract. I'm just -- 16 A No. I hired an appraiser. 17 Q Okay. 18 A Which would be a public adjuster. I mean, the 19 terms go kind of hand in hand. 20 Q You're talking about Mr. Miller -- 21 A Yes. 22 Q -- David Miller? Okay. 23 And I know Mr. Miller serves as a public 24 adjuster in some instances. Was it your intention 25 to hire Mr. Miller as an appraiser or as a public</p>	<p style="text-align: right;">Page 96</p> <p>1 come up with an idea on what it was going to cost 2 to fix it. 3 Now, Travelers had the right to contact any 4 of these contractors and talk to them as far as 5 figuring out what the price is going to be or what 6 their ideas were, and Travelers contacted very few 7 of them I found out. 8 Q All I'm trying to establish is whether you hired 9 any of those individuals as a public adjuster. 10 A No. 11 Q Okay. Why don't we mark this as 11. 12 MR. KNOKE: Off the record a 13 minute. 14 (Discussion off the record) 15 (Exhibit No. 11 marked for 16 identification) 17 Q One question about Exhibit 11. Is that a true and 18 correct copy of the estimate that you received 19 from Chamberlain Electric for the antenna? 20 A Yes. 21 Q You can set that one aside. 22 And Exhibit 10. Do you recall receiving 23 Exhibit 10 from Travelers? This would be the 24 June 29, 2017 estimate. 25 MR. KNOKE: Let me catch up with</p>



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<p style="text-align: right;">Page 101</p> <p>1 adjusters wouldn't let them use their ladder. 2 They had to get their own ladder. And I'm 3 thinking to myself Boy, is that petty. 4 Anyway, I told the two guys that were going 5 up to use the fire -- or the antenna. Climb up 6 the antenna. You can get on just as fast there. 7 I said As it stands, Travelers Insurance isn't 8 insuring me anyway. 9 Q What specific conversations do you recall from the 10 second inspection? Did you speak with Mr. Conklin 11 and Ms. Parker yourself? 12 A We all did. It was a discussion between 13 everybody. Those two, the insurance adjusters, 14 weren't interested in listening to anybody, 15 though. 16 Q Why don't we do this: Why don't we break it down 17 by sort of property component here. What 18 conversations do you remember regarding the 19 repainting of the cedar shake siding? 20 A They talked about the procedure, and both -- well, 21 all three. The Sherwin-Williams rep spoke, and 22 the painter, H&amp;H Painting, put his information 23 out. And then Travelers Insurance adjusters said 24 a couple of -- didn't say much, but the thing I 25 remember most is when they said that These people</p>	<p style="text-align: right;">Page 103</p> <p>1 These people do it for a living. I would like to 2 know if either one of the adjusters ever painted a 3 house. You asked me earlier about doing roofs. I 4 wonder if they ever painted a house. 5 Q Anything else that you remember about 6 conversations regarding siding during the second 7 inspection? 8 A Just again H&amp;H talked about being able to stain 9 and what the problems would be and painting, if I 10 would allow that to be done. And financially I 11 guess it was less expensive to do the painting, 12 and that was fine with me too. 13 Q Any other conversations that you remember about 14 the repainting of the siding? 15 A No. 16 Q All right. What conversations do you remember 17 regarding damage on the roof during that second 18 inspection? 19 A Again, Warren Porter mentioned his findings, and 20 they said that there may have -- at that point 21 they changed their ideas a little bit, that there 22 may have been a few shingles that were damaged up 23 there. Before they said that no shingles were, on 24 the very first estimate. And now we go down to a 25 few estimates.</p>
<p style="text-align: right;">Page 102</p> <p>1 don't know what they're talking about. 2 Q So the Sherwin-Williams rep, was that 3 Mr. Culbertson? 4 A Yes. 5 Q All right. And I presume he recommended to 6 Travelers the same scope of repairs that he had 7 set forth -- 8 A Yes. 9 Q -- in that report to you? 10 A I don't know how it could change. 11 Q Anything else you remember about Mr. Conklin's or 12 Ms. Parker's response? 13 A They didn't agree with what these people were 14 saying. 15 Q Do you recall whether they indicated why they 16 disagreed? 17 A No. 18 Q In your mind did you think there was room for an 19 honest disagreement about the siding? 20 A No. 21 Q Why not? 22 A I just got done painting the house, and it was 23 dented. And I didn't know what the correct 24 procedure should be, but I had professional people 25 come and write estimates and make recommendations.</p>	<p style="text-align: right;">Page 104</p> <p>1 One thing was replacing the shingles around 2 the flashing, the chimney flashing. They said 3 they could do that by replacing just a couple of 4 shingles. So I know from the roofing that I've 5 done that that can't be done, that almost a square 6 would have to come off in order to just do around 7 the chimney. 8 Q Why is that? 9 A Because you have to pull back shingles in order to 10 get at the flashing that's underneath them. 11 Q How would you describe the condition of the 12 shingles that were up there prior to the storm? 13 A Excellent. 14 Q Would you describe them as being brittle at all? 15 A No. 16 Q In other words, they were fairly pliable and 17 movable? 18 A When we pulled the shingles off to send in to GAF, 19 they were very pliable. 20 Q Who pulled the shingle off to send to GAF, you 21 or -- 22 A I had Star Builders do it. The bill is in there. 23 Q Did Star Builders removing the shingle to send to 24 GAF, did that cause any damage to surrounding 25 shingles; do you know?</p>

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<p style="text-align: right;">Page 109</p> <p>1 Mr. Chamberlain, right?</p> <p>2 A No.</p> <p>3 Q And you don't know exactly what was said, right?</p> <p>4 A Right, other than what Mr. Chamberlain told me.</p> <p>5 Q All right. I'll show you what we'll mark as</p> <p>6 Exhibit 13. Hold on one second.</p> <p>7 (Exhibit No. 13 marked for</p> <p>8 identification)</p> <p>9 MR. KNOKE: What is it?</p> <p>10 MR. DEVILLING: It's a June 28</p> <p>11 e-mail. It begins "Is this going to be like</p> <p>12 CCC giving an evaluation. . .?"</p> <p>13 Q Is Exhibit 13 a true and correct copy of an e-mail</p> <p>14 that you sent to Ms. Parker?</p> <p>15 A Yeah, yes.</p> <p>16 Q What are you talking about here when you said "Is</p> <p>17 this going to be like CCC giving an evaluation on</p> <p>18 a vehicle?"</p> <p>19 A Insurance adjusters know what CCC is. And what it</p> <p>20 is, it's a bought for and paid for by the</p> <p>21 insurance company, an evaluation of a vehicle. So</p> <p>22 if you're in an accident and they total your car,</p> <p>23 CCC will write an evaluation on that car, which is</p> <p>24 thousands -- which can be thousands of dollars</p> <p>25 less than what the car is actually worth.</p>	<p style="text-align: right;">Page 111</p> <p>1 before.</p> <p>2 Q Your e-mail to Ms. Parker was actually in response</p> <p>3 to an e-mail she had sent you, correct, in</p> <p>4 Exhibit 13?</p> <p>5 A Which is in there?</p> <p>6 Q Yes. Ms. Parker was --</p> <p>7 A Yes.</p> <p>8 Q Ms. Parker was notifying you that Travelers was</p> <p>9 arranging for a company called HVACi to come to</p> <p>10 your property, right?</p> <p>11 A Uh-huh.</p> <p>12 Q Is that a yes?</p> <p>13 MR. KNOKE: You have to say yes or</p> <p>14 no.</p> <p>15 A I'm sorry. Read the question again.</p> <p>16 Q Ms. Parker was notifying you that Travelers had</p> <p>17 arranged for a company called HVACi to come to</p> <p>18 your property, correct?</p> <p>19 A Yes, but it isn't very clear in this e-mail that</p> <p>20 the letters are a particular business.</p> <p>21 Q Okay.</p> <p>22 A I believed that it stood for the usual heating,</p> <p>23 ventilating, and air conditioning and --</p> <p>24 Q So had Ms. Parker explained to you who HVACi was?</p> <p>25 A No.</p>
<p style="text-align: right;">Page 110</p> <p>1 Q Is this something you've dealt with --</p> <p>2 A Yes.</p> <p>3 Q -- in your auto body repair shop?</p> <p>4 A Yes.</p> <p>5 Q Okay.</p> <p>6 A And I'm pretty sure that any insurance adjuster</p> <p>7 would know what it's about.</p> <p>8 Q And you write in here "The last time an insurance</p> <p>9 company brought in someone from a company that</p> <p>10 evaluates for [an] insurance company I got taken</p> <p>11 advantage of."</p> <p>12 What were you referring to there?</p> <p>13 A Oh, I was -- I went down to Texas to work with a</p> <p>14 humanity project, and I spent three weeks down</p> <p>15 there helping a gentleman fix up his house to make</p> <p>16 it livable in. And on the way back I was on</p> <p>17 Highway 35, and some young gal ran into the back</p> <p>18 of me doing 85 miles an hour, 80-some miles an</p> <p>19 hour, okay? And I was driving one of my buddy's</p> <p>20 Mitsubishi Eclipse convertible, anyway, which made</p> <p>21 me responsible for getting his car repaired.</p> <p>22 The insurance company came back and gave --</p> <p>23 totaled the vehicle out and gave a value number of</p> <p>24 the car through CCC of thousands of dollars less</p> <p>25 than what he had just paid for that car six months</p>	<p style="text-align: right;">Page 112</p> <p>1 Q All right. Did you have any understanding as to</p> <p>2 who HVACi was?</p> <p>3 A I knew that it was some heating, ventilating, and</p> <p>4 air conditioning company.</p> <p>5 Q Your response -- you said in your first e-mail</p> <p>6 "Understand I am not in favor of this." Were you</p> <p>7 talking about Ms. Parker sending HVACi to your</p> <p>8 property?</p> <p>9 A Okay. Some of the discussion over the phone was</p> <p>10 that they were going to send it out, and I wanted</p> <p>11 to know who they were, what the name was and who</p> <p>12 they were so that I could check up on them.</p> <p>13 Number one, I've already had two professional</p> <p>14 contractors at the house, and I didn't want</p> <p>15 somebody coming in being paid by an insurance</p> <p>16 company to say that Look it, you can comb them</p> <p>17 out.</p> <p>18 Q So when you said "Understand I am not in favor of</p> <p>19 this" --</p> <p>20 A Right. So I wasn't in favor of them.</p> <p>21 Q You weren't in favor of HVACi coming to the</p> <p>22 property; is that right?</p> <p>23 A Right.</p> <p>24 Q That's what you were referring to?</p> <p>25 A Yes.</p>

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<p style="text-align: right;">Page 117</p> <p>1 Q You don't recall any conversations other than 2 leaving messages on HVACi's -- 3 A I don't know. 4 Q Okay. 5 A Which he's one person, so he doesn't have an 6 office with a phone in it, other than an answering 7 machine, and he checks it rarely. 8 Q Do you recall anyone from HVACi ever calling you 9 back? 10 A I don't remember, no. 11 Q Do you recall ever trying to contact HVACi's 12 employees at their personal phone numbers? 13 A I found out cell phones, and I think it was 14 advertised as the regular number and then a cell 15 phone. It probably would have been, since he's a 16 one-man show, his personal cell phone. 17 Q You recall getting that information through an 18 advertisement? 19 A I'm pretty sure. I'd have to come up with it 20 somehow. And you know that cell phone numbers 21 are -- you can't get them unless it's advertised. 22 Q In this e-mail you said, your last line in here, 23 as you said, "I still want to see your license so 24 please supply." Who were you directing that 25 toward, Ms. Parker?</p>	<p style="text-align: right;">Page 119</p> <p>1 strict on that. 2 Q Do you have any knowledge as to why HVACi 3 ultimately refused to come out to your property? 4 A No idea. 5 Q Would you agree with me that you sent multiple 6 e-mails to Ms. Parker demanding that she produce a 7 copy of her license? 8 A Yes. 9 Q Okay. 10 A She was making decisions that affected me. 11 MR. KNOKE: Just answer the 12 question. 13 Q You agree with me that you sent multiple e-mails 14 to Ms. Parker asking for a copy of her license, 15 correct? 16 A Yes. 17 Q We'll mark this as Exhibit 14. 18 (Exhibit No. 14 marked for 19 identification) 20 MR. KNOKE: What is it? 21 MR. DEVILLING: I'm sorry. A 22 June 29 at 12:42 p.m. e-mail that begins 23 "Deven Griffith." 24 MR. KNOKE: I've got it. 25 Q Mr. Beer, I've handed you what we've marked as</p>
<p style="text-align: right;">Page 118</p> <p>1 A Yes, Katie. 2 Q What license were you looking for her to supply? 3 A All the license for heating, ventilating, and 4 air conditioning. They all have to be licensed to 5 deal with Freon. I was licensed to deal with 6 Freon. The recovery, you had to have certain 7 equipment, the knowledge, the ASE certification. 8 Q Did you -- 9 A And she's making decisions which I didn't believe 10 that she was qualified. 11 Q Did you think that she had a license, an HVAC 12 license? 13 A I'm sure she didn't. 14 Q You knew that she didn't? 15 A I'm pretty sure. I didn't know that for sure, but 16 my guess was that she didn't. 17 Q Why were you asking her to produce a license when 18 you -- 19 A Because I wanted to know whether she knew what she 20 was talking about. 21 Q Did you ever do any investigation into HVACi to 22 determine if the person they were going to send 23 out had an appropriate license? 24 A I would assume that if he was doing this as his 25 profession that he would. The State's pretty</p>	<p style="text-align: right;">Page 120</p> <p>1 Exhibit 14. Is that a true and correct copy of an 2 e-mail that you sent to Ms. Parker? 3 A Yes. 4 Q Who's Deven Griffith? 5 A I think he was a specialist for Travelers on 6 lining up people. 7 Q And you requested that before Travelers send HVACi 8 out, again you were requesting to check their 9 license and qualifications, correct? 10 A Right. 11 Q And you reiterated that you wanted some kind of 12 warranty information and get local 13 recommendations, right? 14 A Yes. 15 Q Ms. Parker in her e-mail to you of June 29, 2017 16 references a phone call. She says "As I asked in 17 our phone call." Do you see that? 18 A Yes, I see it. 19 Q Do you recall that specific conversation with 20 Ms. Parker? 21 A I don't recall it, but I'm sure it was. 22 Q Do you agree that ultimately Travelers did include 23 the Chamberlain Electric estimate in its estimate 24 of damages? 25 A I think they did on the last -- or the second or</p>

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<p style="text-align: right;">Page 125</p> <p>1 problems he had before with combing and the</p> <p>2 insurance company not being there afterwards.</p> <p>3 Q Oh, okay. I'm sorry. That was a conversation</p> <p>4 with Ingersoll, not with the other contractor?</p> <p>5 A Well, it was with both contractors, but especially</p> <p>6 with Ingersoll.</p> <p>7 Q What is the company Collision Specialists SSE,</p> <p>8 Inc.? Do you know what that company is?</p> <p>9 A It's a body shop.</p> <p>10 Q And did you have Jeff Hagen out to your property</p> <p>11 to provide an estimate?</p> <p>12 A Yes.</p> <p>13 Q And was that to repair the overhead doors?</p> <p>14 A The BILCO doors and the clothesline poles.</p> <p>15 Q All right.</p> <p>16 A And rear railings.</p> <p>17 Q And his estimate was \$294.35; is that correct? We</p> <p>18 can mark it as an exhibit. Why don't we just do</p> <p>19 that.</p> <p>20 A I don't remember what his estimate was.</p> <p>21 (Exhibit No. 18 marked for</p> <p>22 identification)</p> <p>23 A Yes.</p> <p>24 Q I'll show you what we'll mark as Exhibit 19.</p> <p>25</p>	<p style="text-align: right;">Page 127</p> <p>1 an estimate for replacement of the cedar shakes?</p> <p>2 A What was that again?</p> <p>3 Q Was there a reason you asked them to give you an</p> <p>4 estimate for replacement of the cedar shakes</p> <p>5 rather than asking them to give you an estimate</p> <p>6 for just sanding and repainting?</p> <p>7 A Yes.</p> <p>8 Q What was that reason?</p> <p>9 A Well, they're a contractor. They don't sand, and</p> <p>10 they don't paint, so --</p> <p>11 Q Did anyone from Connely &amp; Sons express any opinion</p> <p>12 to you as to whether the cedar shakes could be</p> <p>13 repaired as opposed to being totally replaced?</p> <p>14 A No. He seen that they were dented and damaged</p> <p>15 from the hail.</p> <p>16 Q And who were you dealing with from Connely &amp; Sons,</p> <p>17 if you remember?</p> <p>18 A The owner I guess.</p> <p>19 Q Was it Mr. Connely?</p> <p>20 A Yes.</p> <p>21 Q All right. Did Mr. Connely tell you that it would</p> <p>22 not have been possible to repair and repaint the</p> <p>23 cedar shakes?</p> <p>24 A No, he didn't say that.</p> <p>25 Q He didn't say that. Okay. He just didn't express</p>
<p style="text-align: right;">Page 126</p> <p>1 (Exhibit No. 19 marked for</p> <p>2 identification)</p> <p>3 Q Who is Connely &amp; Sons, LLC?</p> <p>4 A A local contractor.</p> <p>5 Q Did you ever work with Connely &amp; Sons before?</p> <p>6 A Pardon me?</p> <p>7 Q Had you ever used Connely &amp; Sons before to do --</p> <p>8 A No.</p> <p>9 Q -- any work?</p> <p>10 Connely &amp; Sons gave you an estimate for total</p> <p>11 replacement of the cedar shakes on the house and</p> <p>12 the garage, correct?</p> <p>13 A No, on the south side and east side.</p> <p>14 Q All right. And then -- okay. So they gave you a</p> <p>15 proposal for replacement of the sides that</p> <p>16 experienced the hail damage, correct?</p> <p>17 A Yes.</p> <p>18 Q And did you ask them to give you an estimate for</p> <p>19 removal and replacement of the cedar shake</p> <p>20 shingles?</p> <p>21 A Yes.</p> <p>22 Q Did you ask them to give you any separate estimate</p> <p>23 for just sanding and repainting?</p> <p>24 A No.</p> <p>25 Q Was there a reason that you asked them to give you</p>	<p style="text-align: right;">Page 128</p> <p>1 an opinion one way or another?</p> <p>2 A He doesn't do that kind of work.</p> <p>3 Q Understood. Who is Christopher Blotz?</p> <p>4 A Contractor.</p> <p>5 Q All right. And what did you have Mr. Blotz</p> <p>6 estimate for you?</p> <p>7 A I believe it was the garage door, walk-through</p> <p>8 door.</p> <p>9 Q I'm handing you what we'll mark as Exhibit 20.</p> <p>10 (Exhibit No. 20 marked for</p> <p>11 identification)</p> <p>12 Q So the garage door that's referenced on the first</p> <p>13 page of Exhibit 20, is that a different door than</p> <p>14 the overhead doors we were discussing earlier?</p> <p>15 A Correct.</p> <p>16 Q All right. And what was the damage to this garage</p> <p>17 door?</p> <p>18 A It was dented from the hail.</p> <p>19 Q Did you personally observe dents in the garage</p> <p>20 door?</p> <p>21 A Yes.</p> <p>22 Q So Mr. Blotz's estimate for replacing the garage</p> <p>23 door -- I'm sorry. Was he estimating replacement</p> <p>24 or just fixing it?</p> <p>25 A Replacement.</p>



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<p style="text-align: right;">Page 133</p> <p>1 Q All right. And I've got an invoice for a trip out 2 there. It's dated -- the invoice is dated 3 October 6, 2017. Do you recall if that's the date 4 that they came out to the property? 5 A Don't remember. 6 Q All right. Ultimately Dubuque Glass Company is 7 the one that did the work for the door, correct? 8 A They wrote the estimate on it. 9 Q Did they do the work? 10 A No. 11 Q Did Travelers include the Dubuque estimate in the 12 Travelers estimate? 13 A Pardon me? 14 Q Travelers ultimately included the Dubuque Glass 15 estimate within Travelers' estimate of damages? 16 A Some of it. 17 Q What part of it, to your understanding, is still 18 disputed? 19 A I don't remember for sure except that I don't 20 think they included the estimate charges. 21 Q Oh, the trip charge for the estimate? 22 A Yes. 23 Q I'm going to show you what we'll mark as 24 Exhibit 23. 25</p>	<p style="text-align: right;">Page 135</p> <p>1 Q All right. Do you have any specific information 2 that Travelers instructed TRICOR to tell you to 3 stop contacting TRICOR? 4 A I don't know. 5 Q In the second sentence here it says that 6 Kathryn Parker was, in your words, very rude. Do 7 you see that? 8 A Yep. 9 Q Do you recall -- 10 A Yes. 11 Q -- specifically what she said that you found -- 12 A I don't. 13 Q -- her being rude? Okay. That's all I have about 14 Exhibit 23. 15 I'm going to hand you what we'll mark as 16 Exhibit 24. 17 MR. DEVILLING: Greg, this is the 18 Travelers November 1, 2017 estimate. 19 (Exhibit No. 24 marked for 20 identification) 21 A Is that the second or third estimate? 22 MR. KNOKE: Well, hand it over so I 23 can find out what's being discussed. 24 Q Actually, I might be able to ask you some 25 questions without even specifically referencing</p>
<p style="text-align: right;">Page 134</p> <p>1 (Exhibit No. 23 marked for 2 identification) 3 Q Is this a copy of an e-mail that you sent to 4 Kathryn Parker, Kim Burnell, Ryan Conklin, and 5 others on October 30, 2017? 6 A I don't know. I've got to read it. 7 Q Sure. 8 (Witness reviews document) 9 A Yes. 10 Q Dave Fritz is a name that's mentioned in the 11 e-mail. Who is Dave Fritz? 12 A Dave Fritz is the owner of TRICOR Insurance. They 13 have quite a few locations. 14 Q And did Dave Fritz tell you at some point that you 15 were not to contact TRICOR's office? 16 A Yes, he did. 17 Q Tell me what you recall about that conversation or 18 communication. 19 A I reminded him that he advertises taking care of 20 his clients' claims, which he didn't do. 21 Q Was there any particular dispute or particular 22 communication that led to his request that you 23 stop contacting TRICOR? 24 A No, but I assume that the insurance company told 25 him to stay out, that they would handle it.</p>	<p style="text-align: right;">Page 136</p> <p>1 this Exhibit 24 here. 2 Over the course of the claim did you receive 3 three different estimates from Travelers? 4 A I did. 5 Q All right. Is it your understanding that 6 Travelers' November 1, 2017 estimate was 7 Travelers' final estimate that they shared with 8 you? 9 A What was the amount on there? 10 Q Replacement cost value of \$10,397.52. 11 A Actual cash value. 12 Q Actual cash value, \$9,485.24. 13 A Yes, that was the third one. 14 Q So it was your understanding that the November 1, 15 2017 estimate marked as Exhibit 24 was the last 16 one Travelers sent you; is that correct? 17 A Yes. 18 Q That's all I have about Exhibit 24. 19 MR. DEVILLING: About four pages 20 after that, Greg, Ingersoll. 21 (Exhibit No. 25 marked for 22 identification) 23 (Discussion off the record) 24 Q I've handed you what I've marked as Exhibit 25. 25 Is this a true and correct copy of</p>



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<p>1 (Witness reviews document)</p> <p>2 A What was your question again?</p> <p>3 Q Did you receive the letter that we've marked as</p> <p>4 Exhibit 28?</p> <p>5 A Yes.</p> <p>6 Q And this letter quotes the policy appraisal</p> <p>7 provision. Do you see that?</p> <p>8 A Yes.</p> <p>9 Q And then it lists 14 different areas of dispute,</p> <p>10 correct?</p> <p>11 A Yes.</p> <p>12 Q All right. And what I'm going to ask you about</p> <p>13 each of these categories is whether it's an</p> <p>14 accurate summary of the dispute, okay?</p> <p>15 So we start with the air conditioner,</p> <p>16 Category 1. It says "You have submitted an</p> <p>17 invoice from Ingersoll Plumbing and Heating for</p> <p>18 the complete replacement of the air conditioning</p> <p>19 unit for \$2,503.75."</p> <p>20 That's a correct statement, right?</p> <p>21 A Yes.</p> <p>22 Q Travelers' position was that the fins of the air</p> <p>23 conditioning unit could be combed, correct?</p> <p>24 A Correct.</p> <p>25 Q Is paragraph 1 an accurate summary of the dispute?</p>	<p>1 Q Okay.</p> <p>2 A Then it was shingles here and there all over the</p> <p>3 roof that needed to be replaced.</p> <p>4 Q All right. When did Travelers ever tell you that</p> <p>5 there were shingles all over the roof that needed</p> <p>6 to be replaced?</p> <p>7 A When they gave the number of shingles over the two</p> <p>8 that they mentioned here.</p> <p>9 Q And when was that?</p> <p>10 A I've got no idea.</p> <p>11 Q You agree that there was a dispute, though, as to</p> <p>12 the number of shingles that had hail damage on the</p> <p>13 roof?</p> <p>14 A Yes.</p> <p>15 Q All right. And you agree that there is a dispute</p> <p>16 as to whether certain damage up on the roof was</p> <p>17 caused by hail?</p> <p>18 A What was that again?</p> <p>19 Q Do you agree that there was a dispute as to</p> <p>20 whether certain damage on the roof was caused by</p> <p>21 hail?</p> <p>22 A Well, we were looking for damage that was caused</p> <p>23 by the hail, so the damage would have been caused</p> <p>24 by hail.</p> <p>25 Q Then is it true that the nature of the dispute</p>
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<p>1 A Yes.</p> <p>2 Q Paragraph 2, the roofs, it references your TruHome</p> <p>3 estimate for \$23,000, correct?</p> <p>4 A Yes.</p> <p>5 Q And it says "Travelers found no hail damage to the</p> <p>6 shingles on the home." "There was hail damage on</p> <p>7 the home's chimney flashing." It says "There were</p> <p>8 two shingles on the garage roof that showed hail</p> <p>9 damage as well as one furnace cap. Travelers</p> <p>10 estimated that the cost to repair the two damaged</p> <p>11 shingles, and to replace the chimney flashing and</p> <p>12 the furnace cap is \$733.56."</p> <p>13 Do you see where it says that?</p> <p>14 A Yes.</p> <p>15 Q All right. Is that an accurate summary of the</p> <p>16 nature of the dispute?</p> <p>17 A No.</p> <p>18 Q What's inaccurate?</p> <p>19 A The number of shingles that they said were</p> <p>20 damaged.</p> <p>21 Q Okay.</p> <p>22 A And if you go back through the records, you'll</p> <p>23 find how many that they said at a different time.</p> <p>24 First they said there were none. Now in this one</p> <p>25 here they say there's just a couple.</p>	<p>1 regarding gutters was how many linear feet of the</p> <p>2 gutters needed to be replaced?</p> <p>3 A Yes.</p> <p>4 Q And Category 4 references the TV antenna, correct?</p> <p>5 A Yes.</p> <p>6 Q And Travelers had not disputed the</p> <p>7 Chamberlain Electric estimate for the actual</p> <p>8 repairs, correct?</p> <p>9 A Yes.</p> <p>10 Q I'm sorry. Yes, that's correct?</p> <p>11 A Except for the argument back and forth with</p> <p>12 Chamberlain. Chamberlain didn't want to do the</p> <p>13 repairs anymore. Then I had a problem.</p> <p>14 Q But, I mean, by the date of this letter here,</p> <p>15 April 9, 2018, Chamberlain had completed the</p> <p>16 repair work?</p> <p>17 A After I went through a bunch of work in order to</p> <p>18 get it back on the road again.</p> <p>19 Q It looks like the only dispute is whether</p> <p>20 Travelers was obligated to cover the RadioShack</p> <p>21 trip charge, correct?</p> <p>22 A Right.</p> <p>23 Q On the storm doors it says -- well, is it true</p> <p>24 that by April 9, 2018 there was no longer any</p> <p>25 dispute as to coverage for the storm doors?</p>

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<p style="text-align: right;">Page 149</p> <p>1 that?</p> <p>2 A Yes.</p> <p>3 Q Have you ever seen any document in which Travelers</p> <p>4 designated Herb Virella as its appraiser?</p> <p>5 A Yes.</p> <p>6 Q What document is that?</p> <p>7 A I believe. I would have to check my notes on</p> <p>8 that.</p> <p>9 Q Do you remember what specific document that was?</p> <p>10 A I don't.</p> <p>11 Q Okay.</p> <p>12 A But I remember that I knew the name of who was</p> <p>13 going to come and appraise.</p> <p>14 Q All right.</p> <p>15 A So they must have.</p> <p>16 Q At any rate, you agree with me that this letter</p> <p>17 marked as Exhibit 28 does not designate</p> <p>18 Mr. Virella but designates Mr. Koertge, correct?</p> <p>19 A Restate that.</p> <p>20 Q Sure. This letter designates Eric Koertge as</p> <p>21 Travelers' appraiser, correct?</p> <p>22 A Right.</p> <p>23 Q This letter does not reference Herb Virella,</p> <p>24 correct?</p> <p>25 A Right, but I did get --</p>	<p style="text-align: right;">Page 151</p> <p>1 this letter that you received from Travelers on</p> <p>2 April 9, 2018?</p> <p>3 A I don't remember.</p> <p>4 Q What was your next contact with Mr. Miller?</p> <p>5 A Probably when he came to the house to appraise.</p> <p>6 Setting an appointment up I guess.</p> <p>7 Q And did Mr. Miller ask you to provide any</p> <p>8 claim-related documents that you received during</p> <p>9 the insurance claim?</p> <p>10 A No.</p> <p>11 Q Do you know what information Mr. Miller was</p> <p>12 provided prior to the appraisal?</p> <p>13 A I don't think any because his job was to come out</p> <p>14 and appraise the hail damage along with Travelers'</p> <p>15 appraiser.</p> <p>16 Q At any point did you provide your thoughts to</p> <p>17 Mr. Miller as to what you thought was hail</p> <p>18 damaged?</p> <p>19 A We walked around the house, and I showed him where</p> <p>20 the hail damage was, where I thought it was.</p> <p>21 Q And that was prior to the appraisal?</p> <p>22 A Yes.</p> <p>23 Q That would have been on Mr. Miller's first visit</p> <p>24 out to the property?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 150</p> <p>1 MR. KNOKE: Wait. That's correct.</p> <p>2 Q On page 6, the final page of this letter, it says</p> <p>3 "Please notify us within twenty (20) days from the</p> <p>4 date of this letter whether you accept the terms</p> <p>5 of the appraisal as outlined above."</p> <p>6 Do you see that?</p> <p>7 A Yes.</p> <p>8 Q Did you notify Travelers within 20 days as to</p> <p>9 whether you accepted the terms of the appraisal?</p> <p>10 A I didn't.</p> <p>11 Q Did not?</p> <p>12 A Because the appraisal was already set up.</p> <p>13 Q Just so we're clear, you said you did not?</p> <p>14 A I did not.</p> <p>15 Q Okay.</p> <p>16 A I answered them with my appraiser.</p> <p>17 Q All right. So then what was your understanding</p> <p>18 was the status of the appraisal after you received</p> <p>19 this April 9, 2018 letter? Is it your</p> <p>20 understanding that it was ongoing through the</p> <p>21 start?</p> <p>22 A Uh-huh.</p> <p>23 Q Is that a yes?</p> <p>24 A Yes.</p> <p>25 Q Did you have conversations with Mr. Miller about</p>	<p style="text-align: right;">Page 152</p> <p>1 Q Do you know if you put Mr. Miller in touch with --</p> <p>2 let me strike that.</p> <p>3 Do you recall putting Mr. Miller in touch</p> <p>4 with any of the contractors that already had gone</p> <p>5 out and looked at the property?</p> <p>6 A No.</p> <p>7 Q Did you meet Mr. Virella when he came out to the</p> <p>8 property?</p> <p>9 A Yes.</p> <p>10 Q So you had your first meeting with Mr. Miller,</p> <p>11 which would have been sometime shortly before</p> <p>12 March 20, correct?</p> <p>13 A Right.</p> <p>14 Q And then the next time Mr. Miller came out to the</p> <p>15 property was when he met Mr. Virella out there,</p> <p>16 correct?</p> <p>17 A Right.</p> <p>18 Q And that was not -- do you remember what date that</p> <p>19 was?</p> <p>20 A No.</p> <p>21 Q Do you remember whether it was later in the</p> <p>22 summer, middle of the summer, fall?</p> <p>23 A They had problems getting together on a date, and</p> <p>24 they had to change it.</p> <p>25 Q Okay.</p>

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<p style="text-align: right;">Page 157</p> <p>1 A What's the date on it?</p> <p>2 Q September 10, 2018. Actually, I think I can ask</p> <p>3 these questions without even getting into the</p> <p>4 report itself.</p> <p>5 The Benchmark Hail History Report shows hail</p> <p>6 of .75 inches at the property address on certain</p> <p>7 dates throughout 2017 and 2018. My question to</p> <p>8 you --</p> <p>9 MR. KNOKE: For the record, I don't</p> <p>10 think that Larry has a copy of that.</p> <p>11 MR. DEVILLING: Okay.</p> <p>12 MR. KNOKE: It was part of the</p> <p>13 discovery response.</p> <p>14 MR. DEVILLING: Right.</p> <p>15 MR. KNOKE: And I know that he's</p> <p>16 been given the whole pile, but I don't think</p> <p>17 he's --</p> <p>18 MR. KIND: He's given everything to</p> <p>19 us, and I don't recall seeing that in</p> <p>20 anything he ever gave us.</p> <p>21 MR. DEVILLING: That's fine. I'm</p> <p>22 going to ask you then just about a few</p> <p>23 specific dates.</p> <p>24 MR. KNOKE: Is this an exhibit now,</p> <p>25 Brian?</p>	<p style="text-align: right;">Page 159</p> <p>1 Q How about July 12, 2017; do you remember if you</p> <p>2 were at the property or not?</p> <p>3 A July what?</p> <p>4 Q July 12, 2017.</p> <p>5 A July 12, '17. No.</p> <p>6 Q Do you remember if you were at the property on</p> <p>7 July 19, 2017?</p> <p>8 A I don't know.</p> <p>9 Q Do you remember if you were at the property on</p> <p>10 May 2, 2018?</p> <p>11 A I don't know.</p> <p>12 Q Do you remember if you were at the property on</p> <p>13 June 9, 2018?</p> <p>14 A It looks to me on this that there's only two hail</p> <p>15 sizes.</p> <p>16 MR. KNOKE: Just answer the</p> <p>17 question.</p> <p>18 Q So back to my question. Do you remember if you</p> <p>19 were at the property on June 9, 2018?</p> <p>20 A No.</p> <p>21 Q How about August 1, 2018?</p> <p>22 A No.</p> <p>23 Q Do you know for certain one way or another as to</p> <p>24 whether you were at the property on any of those</p> <p>25 dates?</p>
<p style="text-align: right;">Page 158</p> <p>1 MR. DEVILLING: I don't care if we</p> <p>2 mark it or not. Do you want to mark it?</p> <p>3 MR. KNOKE: I suppose we ought to</p> <p>4 if we're talking about it.</p> <p>5 MR. DEVILLING: That's fine.</p> <p>6 MR. KNOKE: Exhibit 30?</p> <p>7 MR. DEVILLING: Yes.</p> <p>8 (Exhibit No. 30 marked for</p> <p>9 identification)</p> <p>10 Q Mr. Beer, have you seen this document before?</p> <p>11 A No.</p> <p>12 Q All right. There are a few dates referenced in</p> <p>13 here. First, do you see March 7 -- I'm sorry,</p> <p>14 March 23, 2017?</p> <p>15 A Yes.</p> <p>16 Q Where it says one inch of hail at property</p> <p>17 address?</p> <p>18 A Yes.</p> <p>19 Q And then moving up from there, do you have any</p> <p>20 recollection of whether you were at the property</p> <p>21 on May 15, 2017?</p> <p>22 A No.</p> <p>23 Q Do you have a recollection of whether you were at</p> <p>24 the property on June 28, 2017?</p> <p>25 A No.</p>	<p style="text-align: right;">Page 160</p> <p>1 A No.</p> <p>2 MR. KNOKE: I'm going to object for</p> <p>3 the record. This is the first time he's seen</p> <p>4 this, and it's not a very fair question not</p> <p>5 having an opportunity to reflect on</p> <p>6 calendars, work orders, and other items.</p> <p>7 MR. DEVILLING: I'm just asking him</p> <p>8 if he remembers whether he was there.</p> <p>9 A What was the name on that?</p> <p>10 Q All right. Who is Mitch Tollefson?</p> <p>11 A A neighbor.</p> <p>12 Q Was Mitch Tollefson ever your attorney?</p> <p>13 A No.</p> <p>14 Q Is he an attorney?</p> <p>15 A No.</p> <p>16 Q Have you reviewed certain affidavits that were</p> <p>17 provided along with photographs of hail from</p> <p>18 Mitch Tollefson?</p> <p>19 A Yes.</p> <p>20 Q Any idea beyond Mr. Tollefson having an asphalt</p> <p>21 roof, any idea what kind of roof he had?</p> <p>22 A No idea.</p> <p>23 Q Any idea what kind of shingles he had?</p> <p>24 A No idea.</p> <p>25 Q Any idea what the hail resistance of his shingles</p>

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1 STATE OF WISCONSIN )  
2 COUNTY OF DANE ) ss.

3

4 I, Carmen Harder, RPR, a Notary Public in and  
5 for the State of Wisconsin, do hereby certify that  
6 the foregoing deposition of LARRY E. BEER was taken  
7 before me on January 28, 2020, and reduced to writing  
8 by me, a professional court reporter and  
9 disinterested person, approved by all parties in  
10 interest and thereafter converted to typewriting  
11 using computer-aided transcription.

12 I further certify that I am not related to nor  
13 an employee of counsel or any of the parties to the  
14 action, nor am I in any way financially interested in  
15 the outcome of this case.

16 IN WITNESS WHEREOF, I have hereunto set my hand  
17 and affixed my notarial seal of office at Madison,  
18 Wisconsin, this 7th day of January 2020.

19

20

21

Notary Public, State of Wisconsin  
My Commission Expires 9/25/2021

23

24

25

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